



# Town Administrator's Office

343 Highland Road, Tiverton, Rhode Island 02878 (401) 625-6710

## Memorandum

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Date: May 8, 2015  
To: Town Council  
From: Matt Wojcik  
RE: Amendment to AFSCME contract regarding hours of work - Custodian

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As I mentioned during the budget process, the elimination of the seasonal worker position in the budget created savings, a portion of which I have asked to reallocate to the Custodian position, which currently works only 32.5 hours under an arrangement put in place for a former employee. I propose these changes take place effective July 1, 2015. The expenses noted are included in all versions of the budget for next year currently pending on the ballot for the Financial Town Referendum.

My proposal is to bring this employee back up to the full 40 hours once required of his position. This will put both the maintenance foreman and the custodian on the same schedule and will enhance their effectiveness, since much of their work is done as a team. Further, since 32.5 hours represents a full time position, the Custodian is already entitled to the full range of benefits provided by the Town and thus the added work time will have very little financial impact beyond his salary adjustment.

Since the impact is straightforward, this document will serve as the fiscal impact statement for this contract amendment. Adjusting the Custodian's hours from 32.5 a week to 40 will have the following fiscal impact:

1. Salary line increase: \$ 6,844 (includes step increase per contract)
2. FICA increase: \$ 513
3. ER pension contribution increase: \$ 715

TOTAL: \$ 8,072

This employee does not receive longevity at this time and as noted, all other expenses associated with this employment relationship for benefits are already being paid by the Town and will not change with this increase in hours.

The formal request is for Council ratification of the tentative agreement I have reached with AFSCME regarding the above issues.

**AGREEMENT**

**Between**

**TOWN OF Tiverton**

**And**

**LOCAL 2670A, COUNCIL 94 OF THE**

**AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES**

**And**

**MANUAL FONTES**

**ENTERED** into this 8<sup>th</sup> day of May, 2015, by and between the Town of Tiverton “**EMPLOYER**”, Local 2670A, Rhode Island Council 94, AFSCME “**UNION**”, and Manual Fontes “**FONTES**”, all collectively referred to as the “**PARTIES**”; and,

**WHEREAS**, the **EMPLOYER** is bound by the terms of the Collective Bargaining Agreement “**CBA**” between the **EMPLOYER** and the **UNION**; and,

**WHEREAS**, the **EMPLOYER** has a non-union, seasonal employee working as an assistant to the Foreman Laborer and wishes to eliminate this position; and,

**WHEREAS**, the **EMPLOYER** wishes to utilize the Custodial Maintenance position, currently filled by **FONTES**, to fill in as an assistant to the foreman laborer but needs to change the Custodial Maintenance shift; and,

**WHEREAS**, the **UNION** informed the **EMPLOYER** that it wished to discuss a mutually agreeable resolution to this matter so as to avoid the need for arbitration; and,

**WHEREAS**, the **PARTIES** have reached a mutually agreeable resolution to this matter and wish to memorialize that Agreement.

**NOW THEREFORE**, in consideration of the mutual promises contained herein, it is agreed by the **EMPLOYER**, the **UNION** and **FONTES** as follows:

1. The **PARTIES** agree that **FONTES** will work a standard work week of forty (40) hours per week, Monday through Friday, from 7:00 AM to 3:30 PM, with one-half (1/2) hour unpaid lunch. This shall go into effect on July 1, 2015.
2. This Agreement constitutes the entire agreement between the **PARTIES**, and it is expressly understood and agreed that this Agreement may not be altered, amended, modified or otherwise changed in any respect or particular whatsoever, except by writing duly executed by authorized representatives of all **PARTIES** to this Agreement, and such **PARTIES** acknowledge and agree that they will make no claim at any time or place that this Agreement has been orally altered or modified in any respect whatsoever.

3. The **PARTIES** hereunto stipulate and agree that this Settlement Agreement is the product of negotiations between the **PARTIES** and is fair, reasonable and a good faith settlement between the **PARTIES** and that the provisions of this Agreement are entered into voluntarily and that none of the **PARTIES** have been coerced to enter into this Agreement through fraud, duress, misrepresentation, undue influence, or any other means that may affect the voluntariness of the mutual assent upon which this Agreement is based.
4. The parties acknowledge and agree that this Agreement does not constitute a practice or precedent of the parties and shall not be used in any future legal proceeding for any purpose whatsoever except to enforce the specific provisions of this Agreement.
5. The provisions of this Agreement shall apply to and be binding upon the **PARTIES** and their respective agents, servants, employees, members, successors, and assigns.
6. The mutual agreements contained within this document shall constitute sufficient consideration to support this Agreement.
7. Any dispute over the terms of this Agreement shall be resolved by the grievance and arbitration procedure set forth in Articles 13 and 14 of the Collective Bargaining Agreement.

**SIGNATURES ON NEXT PAGE**

